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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/698,502	10/27/2000	Nereida Maria Menendez	51017-79635	6442
21888 7590 04/30/2013 THOMPSON COBURN LLP ONE US BANK PLAZA SUITE 3500 ST LOUIS, MO 63101				
EXAMINER				
VIG, NARESH				
ART UNIT		PAPER NUMBER		
3688				
NOTIFICATION DATE		DELIVERY MODE		
04/30/2013		ELECTRONIC		

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

IPDOCKET@THOMPSONCOBURN.COM

**Office Action Summary****Application No.**

09/698,502

**Applicant(s)**

MENENDEZ ET AL.

**Examiner**

NARESH VIG

**Art Unit**

3688

**AIA (First Inventor to File)**Status  
No

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
  - If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
  - Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED. (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 5 April 2013.  
☐ A declaration(s)/affidavit(s) under **37 CFR 1.130(b)** was/were filed on \_\_\_\_.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ An election was made by the applicant in response to a restriction requirement set forth during the interview on \_\_\_\_; the restriction requirement and election have been incorporated into this action.
- 4) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 5) ☒ Claim(s) 62-65, 67-78, 113-115, 117-127, 137 and 139 is/are pending in the application.  
5a) Of the above claim(s) \_\_\_\_ is/are withdrawn from consideration.
- 6) ☐ Claim(s) \_\_\_\_ is/are allowed.
- 7) ☒ Claim(s) 62-65, 67-78, 113-115, 117-127, 137 and 139 is/are rejected.
- 8) ☐ Claim(s) \_\_\_\_ is/are objected to.
- 9) ☐ Claim(s) \_\_\_\_ are subject to restriction and/or election requirement.

\* If any claims have been determined allowable, you may be eligible to benefit from the **Patent Prosecution Highway** program at a participating intellectual property office for the corresponding application. For more information, please see [http://www.uspto.gov/patents/init\\_events/pph/index.jsp](http://www.uspto.gov/patents/init_events/pph/index.jsp) or send an inquiry to [PPHfeedback@uspto.gov](mailto:PPHfeedback@uspto.gov).

**Application Papers**

- 10) ☐ The specification is objected to by the Examiner.
- 11) ☐ The drawing(s) filed on \_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

**Priority under 35 U.S.C. § 119**

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

**Certified copies:**

- a) ☐ All b) ☐ Some \* c) ☐ None of the:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Interim copies:**

- a) ☐ All b) ☐ Some c) ☐ None of the: Interim copies of the priority documents have been received.

**Attachment(s)**

- 1) ☐ Notice of References Cited (PTO-892)
- 2) ☒ Information Disclosure Statement(s) (PTO/SB/08)  
Paper No(s)/Mail Date \_\_\_\_.
- 3) ☐ Interview Summary (PTO-413)  
Paper No(s)/Mail Date \_\_\_\_.
- 4) ☐ Other: \_\_\_\_.

### **DETAILED ACTION**

This is in reference to communication received 05 April 2013. Claims 62 – 65, 67 – 78, 113 – 115, 117 – 127, 137 and 139 are pending for examination.

### ***Oath/Declaration***

Pursuant to 37 CFR 1.132, declaration of David G. Smith in response to Decision on Appeal is acknowledged.

### ***Response to Arguments***

In response to applicant's argument that cited references do not teach the claimed invention because it is applicant's belief that cited reference require the customer to enter into a rental contract with the rental company before they are permitted to pick up a rental vehicle.

However, cited reference HertzGold teaches capability and concept for allowing a renter to pick a rental vehicle without visiting the rental counter to enter a rental contract. Also, it is old and known to one of ordinary skill in the art that a contract is generated when both parties sign the document. Merely accepting an offer as a final offer is only an agreement which cannot be cancelled by either party. There is no signature on file claimed by the applicant to make a contract.

In response to applicant's argument that cited references do not teach capability and concept for generating rental contract in a single visit.

However, HertzGold teaches capability and concept for allowing a renter to pick a car without going to the rental counter.

Applicant's other arguments and concerns for amended claims have been responded to in response to pending claims.

### ***Claim Rejections - 35 USC § 103***

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

**Claims 62 – 66, 71 – 78, 113 – 116, 121 – 127 and 128 – 135 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hertz Corporation hereinafter known as Hertz in view of Avis Rent A Car System, Inc. hereinafter known as Avis and Hertz Announces New, Elite Levels for #1 Club Gold Members in the US – Revamps its #1 Club Membership with Free Upgrade to #1 Club Gold Service hereinafter known as HertzGold.**

Regarding claims 62 and 113, Hertz teaches system and method for online rental vehicle reservation. Hertz teaches that that now you (user) can check the latest Hertz rates and instantly make, modify (user can retrieve previously stored reservation to make modification), or, cancel (user can retrieve previously stored reservation to cancel) reservation on-line [page 17]. Hertz does not explicitly recite storing the electronic rental agreement based upon said accepted rental proposal. However, Hertz discloses that customers can modify or cancel reservations [pages 17]. **This clearly shows that Hertz may have some sort of storing capability to be able to allow their clients to retrieve the reservation information.** Avis discloses storing rental information. Avis disclose to retrieve rental information base upon the reservation number [page 13].

Therefore, at the time of invention, it would have been obvious to one of ordinary skill in the art to modify Hertz by adopting teachings of Avis to be able to allow customers to retrieve their rental information at a later time; apply a known technique to a known device (method, or product) ready for improvement to yield predictable results; known work in one field of endeavor may prompt variations of it for use in either the same field or a different one based on design incentives or other market forces if the variations would have been predictable to one of ordinary skill in the art

Hertz in view of Avis does not explicitly recite creating a rental contract for a rental vehicle in response to an electronic acceptance by the user of the electronic rental proposal. However, HertzGold teaches concept and capability wherein HertzGold customers do not have to go to any counters. They can proceed straight to there pre-

selected vehicle. **This clearly shows that HertzGold generates contract for their customers when a reservation is made to enable them to bypass the rental counter.**

Therefore, at the time of invention, it would have been obvious to one of ordinary skill in the art to modify Hertz in view of Avis by adopting teachings of HertzGold be enable their customers to bypass visit at the rental counter thereby saving them time; apply a known technique to a known device (method, or product) ready for improvement to yield predictable results; known work in one field of endeavor may prompt variations of it for use in either the same field or a different one based on design incentives or other market forces if the variations would have been predictable to one of ordinary skill in the art

Hertz in view of Avis and HertzGold teaches capability for:

creating and storing an electronic rental contract for a rental vehicle such that a user need not visit a rental counter to create a rental contract when arriving at a car rental facility to pick up the rental vehicle:

hosting a website on a server system, the website comprising a plurality of web pages for access over a network by any of a plurality of client systems  
[www.Hertz.com];

creating a rental vehicle reservation in response to data received through the website from a client system [Hertz, page 67 – 68];

storing a reservation transaction within the server system, wherein the reservation transaction is representative of the created rental vehicle reservation [Avis, page 13];

electronically accepting additional data from a user through the website for a potential rental of a rental vehicle based on the rental vehicle reservation [Hertz, page 67 – 68];

communicating an electronic rental proposal for display to the user on a web page of the website, the electronic rental proposal being based on the rental vehicle reservation and the accepted additional data [Hertz, page 67 – 68];

creating an electronic rental contract for a rental vehicle in response to an electronic acceptance by the user of the electronic rental proposal, the electronic rental contract permitting the user to avoid creating a rental contract at the rental counter when arriving at the car rental facility to pick up a rental vehicle in accordance with the electronic rental contract [HertzGold]; and

storing a rental transaction within the server system, wherein the rental transaction is representative of the created electronic rental contract [Avis, HertzGold];

wherein the electronically accepting, communicating, electronic rental contract creating and rental transaction storing steps are performed by the server system during a single visit by the client system to the website regardless of whether the user has a pre-existing master rental agreement with a rental car company that operates the car rental facility (i.e. **user may or may not have a Master Rental Agreement**) [HertzGold]

Regarding claim 63, Hertz in view of Avis and HertzGold teaches capability for allocating a rental vehicle to the user at the car rental facility in accordance with the electronic rental contract without requiring the user to visit the rental counter [HertzGold].

Regarding claims 64 and 114, Hertz in view of Avis and HertzGold teaches capability for performing during the single visit by the client system:

after the reservation creating step, electronically receiving input from the user indicative of a request to convert the created reservation into an electronic rental contract [HertzGold; and

responsive to the received input, providing a web page of the website to a client system for display thereon that is configured to solicit the additional data from the user (Hertz, Avis teach capability wherein customers can modify their rental information).

Regarding claims 65 and 115, Hertz in view of Avis and HertzGold teaches capability for performing during the single visit by the client system to the website:

after the reservation creating step, providing a web page of the website to the client system for display thereon that is configured to provide the user with a user-selectable option to only create the reservation and a user-selectable option to convert the created reservation into an electronic rental contract (**Hertz and Avis teaches providing web pages to users with plurality of selectable buttons for indication**



**their selection. One of ordinary skill in the art can add create contract button on the web page displayed to the user); and**

receiving a user selection of the option to convert the created reservation into an electronic rental contract, thereby advancing the user to the web page that is configured to solicit the additional data from the user [**HertzGold, teaches of some contract between customer and HertzGold to enable the customer to bypass rental counter**].

Regarding claims 71 and 121, Hertz in view of Avis and HertzGold teaches capability for performing during the single visit by the client system to the website:

for a user who has a pre-existing master rental agreement with the rental car company, (1) providing a web page of the website to a client system for display thereon that is configured to solicit the data for creating the reservation from the user, and (2) automatically pre-filling at least a portion of the data for creating the reservation into that web page from the master rental agreement [Hertz teaches capability for using information from Master Agreement and user profile for reservation].

Regarding claims 72 and 122, Hertz in view of Avis and HertzGold teaches capability for performing during the single visit by the client system to the website, permitting the user to electronically modify the pre-filled data without modifying the master rental agreement.

Regarding claims 73 and 123, Hertz in view of Avis and HertzGold teaches capability for performing during the single visit by the client system to the website:

receiving a modification of the pre-filled data from the user through the website;  
and

electronically notifying the user with a selectable option to keep the modification and a selectable option to revert to the pre-filled data,;

receiving a selection of one of the two options from the user; and  
using data for the reservation based on the received option selection.

Regarding claims 74 and 124, Hertz in view of Avis and HertzGold teaches capability wherein the additional data can be driver's license information for the user, and capability for performing during the single visit by the client system to the website and before the communication step:

electronically performing a validation operation on the driver's license information such that the communicating step is not performed should the validation operation indicate the driver's license information is invalid (HertzGold and Hertz teaches concept for validating customers); and

should the validation operation indicate the driver's license information is invalid, electronically requesting that the user re-submit new driver's license information.

Regarding claims 75 and 125, Hertz in view of Avis and HertzGold teaches capability wherein the additional data can be credit card payment information for the

user, capability for performing the following steps during the single visit by the client system to the website and before the communication step:

electronically performing a validation operation on the credit card payment information such that the communicating step is not performed should the validation operation indicate the credit card payment information is invalid (**validating credit card prior to confirming an order is old and known to one of ordinary skill in the art**);  
and

should the validation operation indicate the credit card payment information is invalid, electronically requesting that the user re-submit new credit card payment information.

Regarding claims 76 and 126, as responded to earlier, Hertz in view of Avis and HertzGold teaches capability for wherein the additional data can be driver's license information for the user and credit card payment information for the user, and capability for performing the following steps during the single visit by the client system to the website and before the communication step:

electronically performing a first validation operation on the driver's license information such that the communicating step is not performed should the first validation operation indicate the driver's license information is invalid;

should the first validation operation indicate the driver's license information is invalid, electronically requesting that the user re-submit new driver's license information;

electronically performing a second validation operation on the credit card payment information such that the communicating step is not performed should the second validation operation indicate the credit card payment information is invalid; and should the second validation operation indicate the credit card payment information is invalid, electronically requesting that the user re-submit new credit card payment information.

Regarding claims 77, Hertz in view of Avis and HertzGold teaches capability wherein the server system can be operated by the rental car company.

Regarding claims 78 and 127, Hertz in view of Avis and HertzGold teaches capability wherein the additional data can be a modification of a the reservation data.

Regarding claims 137, Hertz in view of Avis and HertzGold teaches capability to perform the additional data acceptance, the electronic rental proposal communication, the electronic rental contract creation and the rental transaction storage during the single visit by the client system to the website for a user who does not have a pre-existing master rental agreement with the rental car company.

Regarding claims 139, Hertz in view of Avis and HertzGold teaches capability wherein the electronically accepting, communicating, electronic rental contract creating and rental transaction storing steps are performed by the server system during the

single visit by the client system to the website for a user who does not have a pre-existing master rental agreement with the rental car company

**Claims 67 – 70, 117 – 120 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hertz Corporation hereinafter known as Hertz in view of Avis Rent A Car System, Inc. hereinafter known as Avis and Hertz Announces New, Elite Levels for #1 Club Gold Members in the US – Revamps its #1 Club Membership with Free Upgrade to #1 Club Gold Service hereinafter known as HertzGold and Coutts et al. US Patent 5,389,773 hereinafter known as Coutts.**

Regarding claims 67 and 117, Hertz in view of Avis and HertzGold does not explicitly teaches capability for performing during the single visit by the client system automatically pre-filling at least a portion of the additional data into a web page of the website from a rental history associated with the user. However, Hertz teaches customers can use some or all information contained in customers rental profile. Coutts teaches entering at least some of rental-related information from the history based upon information from an identification of a user without employing a master rental agreement (employs a technique in which aspects of each user's previous behavior and requirements in self-service transactions are recorded and are then used to predict what that user's probable requirements will be in future transactions).

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view of Avis as taught by Coutts to increase the speed of operation in carrying out the rental reservation transaction; apply a known technique to a known device (method, or product) ready for improvement to yield predictable results; known work in one field of endeavor may prompt variations of it for use in either the same field or a different one based on design incentives or other market forces if the variations would have been predictable to one of ordinary skill in the art

Regarding claims 68 and 118, Hertz in view of Avis, HertzGold and Coutts teaches capability for performing during the single visit by the client system to the website:

receiving a selection by the user of a button on the web page that is configured to solicit the additional data from the user; and

responsive to the button selection, automatically pre-filling step at least a portion of the additional data into that web page from a rental history associated with the user.

Regarding claims 69 – 70 and 119 – 120, Hertz in view of Avis and HertzGold teaches capability for performing during the single visit by the client system to the website, automatically performing a suggestive sell for the potential rental through a web page of the website based on a rental history associated with the user wherein the suggestive sell is for an optional coverage item for the potential rental.

***Conclusion***

Applicant is required under 37 CFR '1.111 (c) to consider the references fully when responding to this office action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to NARESH VIG whose telephone number is (571)272-6810. The examiner can normally be reached on Mon-Thu 7:00 - 5:30.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, John Weiss can be reached on (571) 272-6812. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

April 23, 2013

/Naresh Vig/  
Primary Examiner, Art Unit 3688